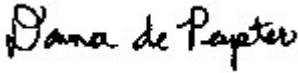
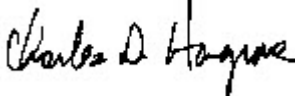
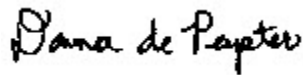
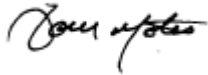


<b>Date:</b> 12/21/2017		<b>AGENDA ITEM</b>				<b>Item:</b> 02	
<input type="checkbox"/> Ordinance		<input type="checkbox"/> Resolution		<input type="checkbox"/> Budget Resolution		<input checked="" type="checkbox"/> Other	
County Goals							
<input type="checkbox"/>	Thriving Communities	<input type="checkbox"/>	Economic & Financial Vitality	<input type="checkbox"/>	Excellence In Government	<input checked="" type="checkbox"/>	NA
<b>Department:</b> Finance							
<b>Division:</b> Human Resources							
<b>Subject:</b> IUPA collective bargaining agreement, sheriff's office.							
Donna de Peyster Director Finance  Department Approval				<b>Legal</b> Charles Hargrove Deputy County Attorney  Approved as to Form and Legality		<b>County Manager's Office</b> Donna de Peyster Deputy County Manager 	
Tom Motes Director Human Resources  Division Approval							
<b>Council Action:</b>							
<b>Modification:</b>							
<b>Account Number(s):</b> NA							
<b>Total Item Budget:</b> NA							
<b>Staff Contact(s):</b>				<b>Phone:</b>		<b>Ext.</b>	
Donna DePeyster				386 943 7054		12691	
Tom Motes				386 736 5951		12821	
<b>Summary/Highlights:</b> The members of the International Union of Police Associations, AFL-CIO (IUPA), the bargaining representative of all sworn full-time law enforcement officers in the classifications of deputy sheriff I, deputy sheriff II, corporal and sergeant, notified the county that the bargaining unit has ratified the attached proposed labor agreement for FY 2017-2020 and memorandum of agreement for FY 2016-2017. Staff recommends ratification.							
<b>Attachment:</b> (1) Proposed labor agreement FY 2017-2020 (2) Memorandum of Agreement FY 2016-2017							
<b>Recommended Motion:</b> Approval.							

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11 **INTERNATIONAL UNION OF POLICE**  
12 **ASSOCIATIONS, AFL-CIO**

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14 **AND**

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16 **VOLUSIA COUNTY**

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19 **COLLECTIVE BARGAINING AGREEMENT**

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21 **FY 2017-18 to 2019-20**  
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County Proposal 12-5-17 (rev.-CLEAN)

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1 **AGREEMENT**

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3 This Agreement is entered into by the County of Volusia, Florida, hereinafter referred to

4 as the “County,” and the International Union of Police Associations, AFL-CIO, hereinafter

5 referred to as the “Employee Organization” or “IUPA.”

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1 **ARTICLE 4**

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3 **WORK STOPPAGES**

4 1. There will be no strikes, work stoppages, picketing in furtherance of any strike or  
5 work stoppage, slowdowns, boycotts, job actions, or refusal to perform assigned work by the  
6 employees covered under this agreement. Picketing as used herein shall mean any action, which  
7 has the effect of preventing any employee from reporting to or continuing work, or preventing the  
8 public from entering public facilities.

9 2. Recognizing that Florida Law prohibits the activities enumerated in paragraph 1  
10 above, the parties agree that the County shall retain the right to discharge or otherwise discipline  
11 some or all of the employees participating in or promoting any of the aforementioned activities,  
12 and the exercise of such rights by the County will not be subject to recourse under the grievance  
13 arbitration procedure.

14 3. It is recognized by the parties that the activities enumerated in paragraph 1 are  
15 contrary to the ideals of professionalism and to the Office's community responsibility.  
16 Accordingly, it is understood and agreed that in the event of any violation of this Article, the  
17 County shall be entitled to seek and obtain legal and/or equitable relief in any court of competent  
18 jurisdiction.

19 4. For the purpose of this Article, it is agreed that the Employee Organization shall be  
20 responsible and liable for any act committed by its officers, agents and/or representatives which  
21 act constitutes a violation of State Law or the provisions herein. In addition to all other rights and  
22 remedies available to the County under State Law, in the event of a breach of the provisions herein,  
23 the County shall have the right to unilaterally and without further notice terminate this collective  
24 bargaining agreement and withdraw recognition from the Employee Organization.

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**ARTICLE 5**  
  
**PERSONNEL RECORDS**

1. Each employee covered by this Agreement shall have the right to inspect his (her) official personnel file; provided, however, that such inspection shall take place at reasonable times and at the location where the official personnel file is kept (i.e., the County Human Resources Office). The employee shall have the right, at his (her) own expense, to make duplicate copies of any item contained in his (her) official personnel file.
2. Employees covered by this Agreement shall have the right to file a written response to any letter of reprimand or other documents, which is placed in the employee's official personnel file subsequent to the effective date of this Agreement as a result of supervisory action or citizen complaint. Any such written response shall be included in the employee's official personnel file together with the letter of reprimand or other document against which it is directed.
3. To the extent permitted by law and in order to protect the privacy and promote the safety of individual officers, the County agrees not to directly or indirectly furnish the news media or the public with any employee's home address, telephone number, photograph, and/or personnel records without his (her) consent.

1 **ARTICLE 6**

2  
3 **SEVERABILITY CLAUSE**

4       Should any provision of this collective bargaining agreement, or any part thereof, be  
5 rendered or declared invalid by reason of any existing or subsequently enacted legislation, or by  
6 any decree or decision of a court of competent jurisdiction or the Florida Public Employees  
7 Relations Commission, all other articles and sections of this Agreement shall remain in full force  
8 and effect for the duration of this Agreement.  
9

1 **ARTICLE 7**

2 **PROMOTIONS**

3

4 1. Whenever a budgeted promotional vacancy exists in a Sergeant classification, the

5 County shall fill such vacancy within thirty (30) days from an existing eligibility list, if a valid

6 eligibility list is in existence. Should there exist no valid eligibility list at the time a budgeted

7 promotional vacancy occurs, the County shall establish a new eligibility list within one hundred

8 twenty (120) days. Upon certification of the new eligibility list, the budgeted promotional vacancy

9 shall be filled. This paragraph shall not apply to temporary appointments to fill temporary

10 vacancies. Further, nothing contained herein shall prevent the Sheriff from failing and/or refusing

11 to fill a budgeted promotional vacancy where he can establish that such action is being taken solely

12 because of unforeseen budgetary restraints.

13 2. The County will announce promotional examinations at least thirty (30) days in

14 advance of said examinations and shall explicitly spell out the qualifications, including the

15 classification(s) and class code(s) as found in the officially adopted Classification Manual of the

16 County of Volusia, of the employees eligible to apply for and be accepted into such examinations.

17 The County will list the areas which the examination will cover, the sources from which the

18 examination is drawn, and whenever possible the location of the sources.

19 3. Promotions to Sergeant shall be from an eligibility list, the ranking of which shall

20 be determined by:

21 (a). Written examination, which shall include questions relating to supervisory

22 responsibilities, practices, procedures, including, but not limited to, the County's Personnel

23 Policies (Note: for Sergeant, any written examination shall contain no less than twenty percent

24 (20%) supervisory questions); or

- (b). Experience; or
- (c). Supervisory evaluation; or
- (d). Oral board; or
- (e). Assessment Center or similar selection device; or
- (f). Any combination of A through E.

4. The County shall announce the selection procedures to be utilized, the allocation of points, factors to be considered, and section weights on the job announcement covering the budgeted promotional vacancy.

5. Upon written request, the County shall advise the Employee Organization of any unfilled vacancies (but not temporary vacancies) in a Sergeant Classification. Such written request may be made no more frequently than on a quarterly basis.

6. For promotional purposes for the rank of Sergeant only, final eligibility list standing shall be posted to the nearest hundredth of a point. (e.g., 86.57, 86.33, 86.00, etc.) An eligibility list shall remain in effect for one (1) year from the date of validation.

7. Notwithstanding the application of the County's "Rule of Five" procedure to the Sheriff's Office, an unexpired eligibility list shall be deemed valid for promotional purposes if it contains the names of three employees. Given the availability of such a valid list, the Sheriff shall not be entitled to request a new eligibility list or supplementation of the existing list in order to avoid appointment from such existing list; provided however, that the Sheriff shall retain the right to refuse to fill the budgeted promotional vacancy involved.

8. Any person passed over for promotion may receive informal career counseling to improve chances for future consideration.

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1 **ARTICLE 9**

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3 **UNION BUSINESS**

4 1. The Employee Organization shall be represented by its Business Agent, President,  
5 and/or the President's designees (hereafter, collectively, "Representatives"). It shall be the  
6 responsibility of the Employee Organization to notify the County Manager and the Sheriff in  
7 writing of the names of its Representatives and any changes thereto.

8 2. Two (2) IUPA Representatives shall be permitted to attend, without loss of pay, the  
9 County Council meeting where final action is scheduled to be taken on approval (or rejection) of  
10 a collective bargaining agreement to succeed this Agreement.

11 3. No more than eight (8) IUPA Representatives shall be permitted reasonable access  
12 for reasonable periods of time to their respective Departmental work locations to handle specific  
13 grievances and matters of interpretation of this Agreement. The exercise of such access rights by  
14 employee members shall not interfere with their duties or the duties of other employees.

1 **ARTICLE 10**

2  
3 **OFFICE RULES AND REGULATIONS**

4 1. It is agreed and understood that each employee will be provided with a copy of any  
5 departmental manual or memoranda, which replaces, updates, and/or supersedes the present  
6 manual containing the Office's rules and regulations. Any such new departmental manual shall  
7 be distributed within sixty (60) days after formal adoption, or as soon thereafter as practical.

8 2. IUPA shall be provided an electronic copy of the current departmental manual and  
9 any memoranda, which update or supersede portions of the manual.  
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1 **ARTICLE 11**

2  
3 **INDIVIDUAL RIGHTS**

4 1. Nothing contained in this Agreement shall foreclose any employee covered by this  
5 Agreement from pursuing any individual right or remedy available under this Agreement without  
6 representation of IUPA. Further, nothing contained in this Agreement shall foreclose any  
7 employee from discussing a problem directly with his/her immediate supervisor or other  
8 departmental official without the participation intervention of IUPA; provided that the immediate  
9 supervisor or other departmental official agrees to discuss and/or attempt to resolve the matter  
10 outside the formal grievance procedure.

11 2. In matters involving a formal grievance, IUPA shall be given the opportunity to be  
12 present at any meeting called for the resolution of such grievance. An employee may resolve  
13 his/her formal grievance without approval of IUPA; however, such resolution shall have no  
14 precedential value in regard to the resolution of any future matters.  
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1 (c). In the event of personnel reduction, employees shall be laid off in the inverse  
2 order of their seniority in their classifications: provided, however, that where two or more  
3 employees have seniority standing within (6) months of each other the Sheriff shall  
4 determine the order of layoff based on education and performance evaluation. If more than  
5 one classification is affected, an employee laid off from a higher classification shall be  
6 given an opportunity to revert to the next lower classification, provided that he/she is fully  
7 qualified to perform the work in that lower classification. Upon reverting to a lower  
8 classification, an employee's seniority shall be determined by the date of his/her initial  
9 appointment to that classification. All temporary, provisional, limited term and  
10 probationary employees shall be laid off before any permanent employee is laid off or  
11 reduced in classification.

12 (d). Employees shall be recalled from layoff in accordance with their seniority in  
13 the classification from which they were laid off. No new employees shall be hired in any  
14 classification until all employees on layoff status in that classification have had an  
15 opportunity to return to work; provided, however, that in the discretion of the Sheriff and  
16 the County Human Resources Director, such employees are physically capable of  
17 performing the work available at the time of recall and, further, meet all standards set by  
18 the State Criminal Justice Standards and Training Commission and in effect at the time of  
19 recall. No laid off employee shall retain recall rights beyond eighteen (18) months from  
20 the date of layoff.

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## INTERNAL INVESTIGATIONS AND OBLIGATIONS TO THE PUBLIC

The parties recognize that the security of the County and its citizens depends to a great extent upon the manner in which the employees covered by this Agreement perform their various duties. Further, the parties recognize that the performance of such duties involves those employees in all manner of contacts and relationships with the public and that out of such contacts and relationships, questions may arise or complaints may be made concerning the actions of employees covered by this Agreement. Investigation of such questions and complaints must necessarily be conducted by, or under the direction of, departmental supervisory officials whose primary concern must be the security of the County and the preservation of the public interest.

In order to maintain the security of the County and protect the interests of its citizens, the parties agree that the County must have the unrestricted right to conduct investigation of citizens' complaints and matters of internal security; provided, however, that any investigative interrogation of an employee covered by this Agreement relative to a citizen's complaint and/or a matter of internal security shall be conducted under the following conditions:

(a). The interrogation shall be conducted at a reasonable hour, preferably at a time when the employee is on duty, unless the seriousness of the investigation is of such a degree that immediate action is required.

(b). The employee under investigation shall be informed of the nature of the investigation prior to any interrogation. If the investigation is as a result of allegations

1 or charges made by County or Departmental officials, the employee under  
2 investigation shall be entitled to receive a written statement outlining the nature of the  
3 allegations or charges at the time he/she is notified of the internal investigation. If  
4 the investigation is as a result of a complaint executed and signed by a citizen (i.e., a  
5 person not employed by the County), the employee under investigation shall be  
6 entitled to see the complaint and receive a copy of the complaint prior to the  
7 interrogation. The name, address, telephone number, and other identifying  
8 characteristics of the citizen making the complaint shall be deleted. Nothing herein  
9 shall permit the employee under investigation or any other person acting on the  
10 employee's behalf to contact the complainant prior to the conclusion of the  
11 investigation (i.e., issuance of the Internal Affairs Division's disposition of internal  
12 investigation).

13 (c). The employee under investigation shall be informed of the rank, name, and  
14 command of the officer in charge of the investigation, the interrogating officer, and  
15 all persons present during the interrogation. All questions directed to the employee  
16 under interrogation shall be asked by and through one (1) interrogator at any one (1)  
17 time.

18 (d). Interrogation sessions shall be for reasonable periods and shall be timed to  
19 allow for such rest periods as are reasonably necessary. All interrogations of Sheriff's  
20 Office employees must be held at the headquarters of the Volusia County Sheriff's  
21 Office, or at one of the substations.

22 (e). At the request of any employee under investigation, he/she shall have the right  
23 to be represented by counsel and any other non-attorney representative of his/her

1 choice who shall be present at all times during such interrogation whenever the  
2 interrogation relates to the employee's continued fitness for law enforcement duties.  
3 Under no circumstances shall any interrogation be unreasonably delayed due to the  
4 unavailability of the employee's counsel or his non-attorney representative.

5 (f). The formal interrogation of an employee, including all recess periods, shall be  
6 recorded, and there shall be no unrecorded questions or statements. A copy of such  
7 recorded statement shall be provided to the employee in accordance with FS112.

8 (g). If the employee under interrogation is under arrest or is likely to be placed  
9 under arrest as a result of the interrogation, he/she shall be completely informed of all  
10 of his/her rights prior to the commencement of the interrogation.

11 (h). No employee shall be ordered to submit to any device designed to measure  
12 the truth of his/her responses during questioning; provided, however, that there shall  
13 be no restriction on the right of any employee to submit to such device on a voluntary  
14 basis.

15 (i). During interrogations covered hereunder, questions shall be limited to the  
16 circumstances surrounding the allegations, which are the subject of the investigation.

17 (j). In the interest of internal security and fairness to the employee under  
18 investigation, the County, insofar as is legally permissible, agrees to make no  
19 conclusionary statements concerning the validity of the allegations under  
20 investigation until such time as the investigation has been completed. In the event the  
21 employee under investigation, or any organization or person representing said  
22 employee makes public statements concerning the allegations under investigation, the

1 County shall have the right to respond in any manner it deems appropriate. The  
2 investigation shall be complete when the County advises the employee under  
3 investigation that will or will not be any disciplinary action taken as a result of the  
4 investigation.

5 (k). An employee under investigation may obtain a copy of any written statement  
6 he/she has executed, or taped. Any statement of rebuttal made by the employee shall  
7 be included in the investigative file.

8 (l). The County agrees that no adverse action will be taken against the employee,  
9 who exercises the rights provided for in this article.

10



1 **ARTICLE 15**

2  
3 **GRIEVANCE AND ARBITRATION PROCEDURE**

4 1. In a mutual effort to provide a harmonious working relationship between the  
5 parties to this Agreement, it is agreed and understood that there shall be a procedure for the  
6 resolution of grievances between the parties and that such procedure shall cover grievances  
7 involving the application or interpretation of this Agreement.

8 2. Every effort will be made by the parties to settle any grievance as  
9 expeditiously as possible. Should the grieving party fail to observe the time limits as set out  
10 in the steps of this Article, the grievance shall be considered conclusively abandoned. Any  
11 grievance not answered by Management within the prescribed time limits shall automatically  
12 advance to the next higher step.

13 3. Grievances shall be presented in the following manner:

14 **STEP 1:** The employee shall first take up his/her grievance with his/her  
15 immediate supervisor within ten (10) days of the occurrence of the event(s), which  
16 gave rise to the grievance. If the event(s) which gave rise to the grievance occurred  
17 at a time when the employee was on annual leave, sick leave, or other compensated  
18 leave, the ten (10) day period shall commence running immediately upon the  
19 employee's return from such compensated leave. The first step (between the  
20 employee and his/her immediate supervisor) shall be on an informal and oral basis  
21 and shall not involve the Employee Organization or any other representative of the  
22 employee;

23 **STEP 2:** Any grievance which cannot be satisfactorily settled with the  
24 immediate supervisor shall be reduced to writing on the designated form (see Exhibit  
25 A) by the employee and shall next be taken up with District Commander, or Captain,  
26 whichever is applicable. Such grievance shall be presented to the District Commander  
27 in writing within ten (10) days of the completion of Step 1. The District Commander  
28 or Captain shall, within ten (10) days after presentation of the grievance (or such  
29 longer period of time as is mutually agreed upon), render a decision on the grievance  
30 in writing;

**STEP 3:** Any grievance which was referred to the District Commander or Captain and was not satisfactorily settled shall next be taken up with the Division Commander. Such grievance shall be presented to the Division in writing, within ten (10) days of the deadline for completion of Step 2. The Division Commander shall, within ten (10) days after presentation of the grievance render a decision on the grievance in writing;

**STEP 4:** Any grievance which cannot be satisfactorily settled with the Division Commander shall then be taken up with the Sheriff, or designee, either through a representative of the Employee Organization and the employee, or by the employee at the employee's option. The grievance as specified in writing in Step 2 shall be discussed by and between the employee (or the representative of the Employee Organization and the employee) and the Sheriff, or designee, within ten (10) days after the completion of Step 3. The Sheriff, or designee, shall within ten (10) days after this discussion (or such longer period of time as is mutually agreed upon), render a decision in writing, with a copy to the Employee Organization;

**STEP 5:** In the event the employee is not satisfied with the disposition of the grievance in Step 4, he/she shall have the right to appeal the Sheriff's decision to the County Manager or designee within ten (10) days of the date of issuance of the Sheriff's decision. Such appeal must be accompanied by the filing of a copy of the original written grievance together with a letter signed by the employee, or, at the employee's option, the representative of the Employee Organization, requesting that the Sheriff's decision be reversed or modified. The County Manager shall, within ten (10) days of the appeal (or some longer period of time as is mutually agreed upon), render a decision in writing with a copy to the Employee Organization.

4. Where a grievance is general in nature in that it applies to a number of employees rather than a single employee, or if the grievance is directly between the Employee Organization and the Sheriff's Office or the County, such grievance shall be presented in writing directly to the Sheriff within ten (10) days of the occurrence of the event(s) which gave rise to the grievance. The aggrieved employee or the representative of the Employee Organization shall sign the grievance. Thereafter, the grievance shall be processed in accordance with the procedures set forth in Step 4 and Step 5.

5. In the event a grievance processed through the grievance procedure has not been resolved at Step 5 above, either party may request that the grievance be submitted to

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1 arbitration within fifteen (15) days after the County Manager, or designee, renders a written  
2 decision on the grievance. The arbitrator may be any impartial person mutually agreed upon  
3 by and between the parties. However, in the event the parties are unable to agree upon said  
4 impartial arbitrator within thirty (30) days after being submitted to arbitration the parties shall  
5 jointly request the Federal Mediation and Conciliation Service to furnish a panel of seven (7)  
6 names from which each party shall have the option of striking three (3) names in alternating  
7 fashion, thus leaving the seventh (7th) which will give a neutral or impartial arbitrator.

8           6.       The County and the employee (or the Employee Organization) shall mutually  
9 agree in writing as to the statement of the grievance to be arbitrated prior to the arbitration  
10 hearing, and the arbitrator, thereafter, shall confine his decision to the particular grievance  
11 thus specified. In the event the parties fail to agree on the statement of the grievance to be  
12 submitted to the arbitrator, the arbitrator will confine his consideration and determination to  
13 the written statement of the grievance presented in Step 2 of the grievance procedure. The  
14 arbitrator shall have no authority to change, amend, add to, subtract from, or otherwise alter  
15 or supplement this Agreement or any part thereof or amendment thereto. The arbitrator shall  
16 have no authority to consider or rule upon any matter which stated in the Agreement not to  
17 be subject to arbitration or which is not a grievance as defined in this Agreement; nor shall  
18 this collective bargaining agreement be construed by the arbitrator to supersede applicable  
19 laws in existence at the time of signing of this Agreement, except to the extent as specifically  
20 provided herein.

21           7.       Consistent with the provisions of the Florida Public Employees Relations Act,  
22 it is mutually acknowledged and agreed that this collective bargaining agreement shall be  
23 administered within the amounts appropriated by the County Council for funding of the  
24 collective bargaining agreement. Accordingly, and notwithstanding any other provision of  
County Proposal 12-5-17 (rev.-CLEAN)

1 this collective bargaining agreement, the arbitrator shall have no authority, power, or  
2 jurisdiction to construe any provision of law, statute, ordinance, resolution, rule or regulation  
3 or provision of this collective bargaining agreement to result in, obligate, or cause the County  
4 to have or bear any expense, debt, cost or liability which would result, directly or indirectly,  
5 in the County exceeding the amounts initially appropriated and approved by the County  
6 Council for funding of this collective bargaining agreement as agreed upon by the parties.  
7 Any such award, which contravenes or is not in compliance with the provisions of this  
8 paragraph shall be null and void.

9           8. Each party shall bear the expense of its own witnesses and of its own  
10 representatives for purposes of the arbitration hearing. The impartial arbitrator's fee and  
11 related expenses of obtaining a hearing room, if any, shall be equally divided between the  
12 parties.

13           Any party desiring a transcript of the hearing, shall bear the cost of such transcript  
14 unless both parties mutually agree to share said cost.

15           9. The parties shall make their choice of the impartial arbitrator within five (5)  
16 days after receipt of the panel from the Federal Mediation and Conciliation Service. Copies  
17 of the arbitrator's award made in accordance with the jurisdiction and authority under this  
18 Agreement shall be furnished to both parties within thirty (30) days of the close of arbitration  
19 hearing. The arbitrator's award shall be final and binding on the parties.

20           10. No part time, limited term or temporary employees shall be entitled to utilize  
21 the grievance and arbitration procedures set forth in this collective bargaining agreement.

22           11. Complaints or appeals contesting discharge, suspension, or demotion, or other  
23 disciplinary action invoked by the Sheriff's Office and/or the County shall not constitute  
24 "grievances" under this Article and other provisions of this Agreement and shall, therefore,  
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1 not be subject to this Grievance and Arbitration procedure. Instead, appeals or complaints  
2 involving discharge, suspension, demotion or other disciplinary action invoked by the  
3 Sheriff's Office and/or the County shall be appealable through the procedures of the County  
4 Personnel Board pursuant to the Merit System Rules and Regulations--and the arbitration  
5 procedures set forth in this Paragraph. [Notwithstanding any provision of Section 15.05  
6 (Appeals) of the Merit System Rules and Regulations, the County Manager shall not be  
7 involved in the determination of disciplinary action appeals hereunder.]

8         The Union may, within ten (10) days of issuance of the findings and conclusions of  
9 the Personnel Board, appeal such findings and conclusions to an arbitrator mutually selected  
10 by the parties pursuant to Paragraph 5 above. Absent such timely appeal to an arbitrator, the  
11 findings and conclusions of the Personnel Board shall constitute a final decision appealable  
12 to the Circuit Court in accordance with applicable appellate time limits and subject to the  
13 applicable standard of review. If arbitration is timely invoked hereunder, the arbitrator shall  
14 conduct a hearing to determine whether the disciplinary action taken by the County was  
15 arbitrary and capricious. In so doing, the arbitrator shall give substantial weight and the  
16 presumption of correctness to the findings and conclusions of the Personnel Board. The  
17 arbitrator's decision shall be final and binding; provided however, that the non-prevailing  
18 party shall be entitled to seek review of the arbitrator's decision to the Circuit Court. The  
19 standard of review of the arbitrator's decision shall be whether the record as a whole,  
20 including the findings and conclusions of the Personnel Board, establishes that the appealing  
21 party proved that the disciplinary action taken by the County was arbitrary and capricious.

1 **ARTICLE 16**

2  
3 **DISCIPLINARY ACTION**

4 1. In the event an employee is discharged, suspended or demoted, the County  
5 agrees that he/she shall be provided with written notification of the discharge, suspension or  
6 demotion. The notification shall be hand delivered to the employee, if possible. Otherwise, it  
7 shall be mailed to his/her address as reflected on the records in the County Human Resources  
8 Office.

9 2. Upon request, any employee may obtain a copy of any statement, which he/she  
10 (personally) has given to the County or the Sheriff's Office in connection with any investigation  
11 based upon which disciplinary action can or will be taken against the employee.

12 3. In the event an employee becomes the subject of a formal departmental or  
13 County investigation arising from a prisoner complaint or allegation, or a citizen's complaint  
14 or allegation, the Sheriff's Office or the County, whichever is appropriate, shall notify the  
15 employee of the disposition of the complaint upon the conclusion of the formal investigation.  
16

1 **ARTICLE 17**

2  
3 **EMPLOYEE MANAGEMENT COMMITTEE**

4 1. There shall be an Employee-Management Committee consisting of the  
5 following Employee Organization and Management representatives:

6 (a). A Representative of the Employee Organization (or designee), and five (5)  
7 bargaining unit employees selected by the Employee Organization.

8  
9 (b). The Sheriff, the County Manager (or designee), the Human Resources Director  
10 (or designee) and three (3) others designated by the Sheriff.

11  
12 2. The Employee-Management Committee shall meet quarterly on dates mutually  
13 agreed upon by the participants. The sole function of the Committee shall be to discuss general  
14 matters pertaining to employee relations and Sheriff's Office operations. (The Committee  
15 shall not engage in collective bargaining or resolution of grievances). Employee Organization  
16 representatives attending Committee meetings during their off-duty hours shall not be  
17 compensated for the time spent in such meetings. Employee Organization representatives  
18 attending Committee meetings during on-duty hours will be released from duty without loss  
19 of pay or benefits.

1 **ARTICLE 18**

2 **TRAINING**

3  
4 1. The County and the Sheriff's Office agree to establish a classroom type  
5 program to instruct the Sheriff's Office members of the bargaining unit on the subject of  
6 County Ordinances and State Statutes. This program shall cover those ordinances and  
7 statutes, which are within the enforcement responsibility of the Sheriff's Office. Each  
8 bargaining unit member shall be required to take a written multiple choice examination  
9 covering the content of this program, and the score obtained on such examination shall be  
10 entered in his (her) official personnel file.

11 2. The County and the Sheriff's Office shall provide a total of a minimum of  
12 twenty (20) hours of training per year (i.e., classroom-type and/or on the job training) for the  
13 purposes of improving the performance of the Sheriff's Office employees, aiding Sheriff's  
14 Office employees to equip them for advancement to higher positions and greater  
15 responsibilities, and performing service rendered to the public. These twenty (20) hours shall  
16 be required training and shall have no bearing on any additional training made available under  
17 paragraph 6 below. All training hereunder shall be subject to written examination (with  
18 examination scores to be entered in the official personnel file). No more than twelve (12)  
19 hours of pistol range will be counted toward this minimum.

20 3. Where the Sheriff's Office requires any bargaining unit employee to qualify  
21 with his/her service firearm or attend special weapons training, the Sheriff's Office will make  
22 every reasonable effort to facilitate the employee attending the firearms range during his/her  
23 normal working hours. In the event the Sheriff's Office is unable to schedule the employee  
24 to attend the firing range during normal working hours, the employee shall be required to  
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1 attend the firing range during off-duty hours; provided, however, that the actual time spent  
2 by the employee in training at the firing range during off-duty hours shall be compensated in  
3 accordance with Article 22 (Hours of Work and Overtime).

4         4.       Where the Sheriff's Office requires any bargaining unit employee to attend  
5 supervisory training and/or training in specialized police techniques, the Sheriff's Office will  
6 make every effort to facilitate the employee attending such training during normal working  
7 hours. In the event the Sheriff's Office is unable to schedule the employee to attend such  
8 training during normal working hours, the employee shall be required to attend such training  
9 during off-duty hours; provided, however, that the actual time spent by the employee in such  
10 training during off-duty hours shall be compensated in accordance with Article 22 (Hours of  
11 Work and Overtime).

12         5.       This Article shall not in any manner apply to any training required by the State  
13 Criminal Justice Standards and Training Commission to obtain police officer certification or  
14 to re-obtain police officer certification for the purposes of reemployment with or  
15 reinstatement to the Sheriff's Office in the event that such certification shall have lapsed,  
16 expired, and/or terminated.

17         6.       In the event that an employee requests to be sent to a given training program,  
18 or in the event that the Sheriff's Office asks for a volunteer or volunteers to attend any given  
19 training program (i.e., the Sheriff's Office does not require any employee to attend such  
20 training program), compensation relative to attendance at such training program shall be as  
21 mutually agreed upon between the employee or employees involved and the Sheriff and the  
22 County Human Resources Director.

1           7.       Twenty (20) hours of supervisory training of a classroom nature, (internal  
2 and/or external) shall be provided to employees promoted to Sergeant positions during the  
3 fiscal year. The object of such training will be to provide the recently promoted employee  
4 with greater skills in the duties he or she will be expected to perform in his (or her) new rank  
5 or classification.

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1 whether such leave will be compensated (in whole or in part) shall be the sole and exclusive  
2 function of the Human Resources Director; provided, however, that the granting of any such  
3 leave for a period in excess of a total of twenty (20) days or one hundred and sixty (160)  
4 hours in any given calendar year shall also require the approval of the County Manager. An  
5 employee granted educational leave with full pay shall be entitled to receive all County  
6 benefits in the same manner as if he/she were on active duty during the period of the leave.  
7 Entitlement to benefits for employees on partially compensated or uncompensated  
8 educational leave shall be determined by the Human Resources Director.

9           3.       The County will grant a military leave of absence with pay to any employee  
10 called to temporary active or inactive duty for training purposes with the National Guard, or  
11 a reserve unit of the United States. Time off shall be granted for the purposes of attending  
12 the military training for a period not to exceed 240 working hours in any one annual period.  
13 During such periods of leave with pay, the employee's benefits shall continue in the same  
14 manner as if he/she were on active duty with the County.

15           4.       Employees will be granted leave in accordance with the Family Medical  
16 Leave Act (FMLA) for the birth and care of a newborn child of the employee or for placement  
17 with the employee of a son or daughter for adoption or foster care or any period of incapacity  
18 related to pregnancy or for prenatal care. Calculation of Family Medical Leave shall be based  
19 on a rolling year.

1 **ARTICLE 20**

2 **INSURANCE**

3

4 1. The County agrees to group health and dental insurance programs to the

5 employees covered hereunder to the same extent and under the same financial conditions as

6 such programs exist for the County's general employees.

7 2. The County's long-term disability insurance program that is currently in effect

8 shall remain in effect at no cost to the employees covered hereunder. The County shall

9 furnish two (2) copies of said policy program to the Association.

10 3. The short-term disability program that is currently in effect shall remain in

11 effect; provided, however, that each participating employee will bear his/her own costs

12 (premium) of participation and that the program will be made available only if all conditions

13 precedent, including the requirement of participants are met.

14 4. Retirement Supplement

15 To be eligible an employee must meet and following criteria and terms:

- 16 • Have a minimum of 20 years of employment with the County of Volusia.
- 17 • Must be receiving an FRS benefit.
- 18 • If in the Investment Plan, must be eligible for the Health Insurance
- 19 Subsidy (HIS) monies from FRS.
- 20 • The employee is allowed to use fifty percent (50%) of his/her leave
- 21 balance (after being compensated for any personal leave or annual and
- 22 sick leave, as applicable, due to the employee upon his/her termination
- 23 of employment, per the Merit System Rules and Regulations and
- 24 County Code of Ordinances.
- 25 • Leave may only be used for single retiree coverage.
- 26 • The employee must pay 50% of the single retiree coverage.
- 27 • A maximum of 5 years (60 months) retiree coverage is allowed.

- 1 • To receive this benefit the employee must obtain coverage from the  
2 County of Volusia.
- 3 • The Health Insurance Subsidy (HIS) monies from FRS will be paid to  
4 the employee, not to the County of Volusia.
- 5 • If the employee selects another coverage (e.g. family, etc.), the  
6 supplement for the single coverage would be applied as credit toward  
7 cost of other coverage.

8

1 **ARTICLE 21**

2 **WAGES**

3

4 1. For Fiscal Year 2017-18, effective the beginning of the first full pay period of

5 that fiscal year or the beginning of the first pay period after ratification of this Agreement by

6 the County Council, whichever is later, the pay ranges for the bargaining unit classifications

7 shall be as follows:

8

	<u>Minimum</u>	<u>Maximum</u>
<u>Deputy</u>		
(Hourly Rate)	\$17.6571	\$28.6622
(8-hr Shift Annualized)	\$36,726.77	\$59,617.38
(12-hr Shift Annualized)	\$38,563.11	\$62,598.24
<u>Sergeant</u>		
(Hourly Rate)	\$23.0686	\$36.3376
(8-hr Shift Annualized)	\$47,982.69	\$75,582.21
(12-hr Shift Annualized)	\$50,381.82	\$79,361.32

9

10 A. Bargaining unit employees shall have three percent (3%) added to

11 their base wages.

12

13 B. Bargaining unit employees who are below the new range minimums

14 after application of the increases in A. above shall have their base wages increased to

15 the new minimums for their ranges.

16

17 C. After application of the increases in A. and B. above, bargaining unit

18 employees, where eligible under the County's compression formula, shall receive a

19 compression increase added to their base wage using the County's compression

20 formula.

21

22 D. Only those employees on payroll in bargaining unit classifications on

23 the day before the first day of the first full pay period of Fiscal Year 2017-18 and on

24 the day of ratification of this Agreement by the County Council shall be provided the

25 increases in A., B., and C. above. However, employees hired between first day of the

26 first full pay period of Fiscal Year 2017-18 and the day of ratification of this

27 Agreement by the County Council, shall be brought to the minimum of their pay

28 range.

29

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2. For Fiscal Year 2018-19, effective the beginning of the first full pay period of that fiscal year, the pay ranges for the bargaining unit classifications shall be as follows:

	<u>Minimum</u>	<u>Maximum</u>
<u>Deputy</u>		
(Hourly Rate)	\$18.3634	\$29.8187
(8-hr Shift Annualized)	\$38,195.87	\$62,022.90
(12-hr Shift Annualized)	\$40,105.67	\$65,124.04
<u>Sergeant</u>		
(Hourly Rate)	\$23.9913	\$37.7911
(8-hr Shift Annualized)	\$49,901.90	\$78,605.49
(12-hr Shift Annualized)	\$52,397.00	\$82,535.76

A. Bargaining unit employees shall have four percent (4%) added to their base wages.

B. Bargaining unit employees who are below the new range minimums after application of the increases in A. above shall have their base wages increased to the new minimums for their ranges.

3. For Fiscal Year 2019-20, effective the beginning of the first full pay period of that fiscal year, the pay ranges for the bargaining unit classifications shall be as follows:

	<u>Minimum</u>	<u>Maximum</u>
<u>Deputy</u>		
(Hourly Rate)	\$19.0979	\$31.0114
(8-hr Shift Annualized)	\$39,723.63	\$64,503.71
(12-hr Shift Annualized)	\$41,709.81	\$67,728.90
<u>Sergeant</u>		
(Hourly Rate)	\$24.9510	\$39.3027
(8-hr Shift Annualized)	\$51,898.08	\$81,749.62
(12-hr Shift Annualized)	\$54,492.98	\$85,837.10

A. Bargaining unit employees shall have three percent (3%) added to their base wages.



1                   B.     Bargaining unit employees who are below the new range  
2     minimums after application of the increases in A. above shall have their base wages  
3     increased to the new minimums for their ranges.  
4

5                   C.     After application of the increases in A. and B. above,  
6     bargaining unit employees, where eligible under the County's compression formula,  
7     shall receive a compression increase added to their base wage using the County's  
8     compression formula.  
9

10

## ARTICLE 22

### HOURS OF WORK AND OVERTIME

The following provisions shall govern hours of work and overtime:

(a). Eighty-four (84) hours shall constitute a normal fourteen (14) day work period for an employee assigned to twelve (12)-hour shifts; eighty (80) hours shall constitute a normal fourteen (14) day work period for all other employees covered by this Agreement. Nothing herein shall guarantee any employee payment for an eighty (80) hour/eighty-four (84) fourteen (14) day work period unless the employee actually works eighty (80) hour/eighty-four (84) hours or his/her actual hours worked and his/her authorized compensated leave total eighty (80) hour/eighty-four (84) hours. For the purpose of this Agreement, authorized compensated leave shall mean leave compensated under existing County Policy.

(b). Only hours worked in excess of eighty (80) hours in a fourteen (14) day work period shall be compensated at the rate of time and one-half of the employee's regular straight time rate.

(c). Nothing herein shall require the payment of straight time or time and one-half when an insubstantial amount of time is worked in excess of the length of the employee's normal shift. For the purpose of this Article, an insubstantial amount of time shall be considered any period of time less than one-quarter ( $\frac{1}{4}$ ) hour.

(d). If an employee covered by this Agreement is called out to work at a time outside his/her normal working hours, he/she shall receive a minimum of two (2) hours' pay at time and one-half of his/her straight time hourly rate of pay. However, an employee who has not worked an (80) hour fourteen (14) day work period will be compensated for the call out at his/her regular straight time rate.

(e). Only employees who work a shift that begins on an approved holiday shall have their holiday pay credited towards computing overtime premium pay. Otherwise, holiday pay shall not be included as time worked for the purpose of computing overtime premium pay, and employees not working on a shift that begins on an approved holiday will receive holiday pay at the straight time rate. The aforementioned applies to the Patrol Division. Non-patrol bargaining unit members who normally are assigned to a forty hour work week, and, who do not work on a holiday due to business closing, will have their holiday hours count as time worked for the purpose of calculating overtime pay. Said holiday pay will be paid in the same pay period as the holiday. Any unused Holiday Bank time remaining in the employee's account after ratification of this Agreement by both parties must be used by April 1, 2018, or will be paid out to the employee as soon as practicable thereafter.

(f). Employees required to attend court off-duty as outlined in this paragraph shall receive a minimum of three (3) hours of pay at time and one-half of his/her straight time hourly rate of pay. Required off-duty court attendance (appearances as a subpoenaed witness in the Federal, Circuit, County, and/or Municipal Courts on

1 pending criminal, civil, or traffic cases where the employee is involved as a witness  
2 in his/her official police capacity as arresting officer, and/or investigating officer),  
3 shall be paid at time and one half the employee's straight time rate irrespective of  
4 hours worked.

5 (g). No supervisor or official shall take action to cause the non-payment of straight  
6 time or time and one-half in circumstances wherein the member covered by this  
7 Agreement has performed work, which entitles him/her to payment of straight time  
8 or time and one-half. Nothing herein shall restrict the County or the Sheriff's Office  
9 from altering work schedules or taking any other action to reduce the number of  
10 overtime, court time or call out hours worked by the employees covered by this  
11 Agreement.

12 (h). Insofar as possible, employees covered by this Agreement shall be given  
13 forty-eight (48) hours' notice of change in their regular hours of work. Further, insofar  
14 as possible, the Sheriff's Office employees covered by this Agreement shall be given  
15 seven (7) days' notice before being transferred to an across-the-County station (i.e.,  
16 from an East side station to the West side station or vice versa).

17 (i). The aforementioned minimum call out compensation and the other provisions  
18 of Paragraph D and E of this Article shall also apply where the employee is required,  
19 at the direction of the Sheriff's Office to report to an assembly point (e.g., staging  
20 area) during his/her off-duty hours to await a call to duty.

21 (j). If an employee is subpoenaed to appear in court under the conditions  
22 described in Paragraph F above (i.e., the paragraph dealing with required off-duty  
23 appearances), he/she shall not receive a witness or other subpoena fee for his/her  
24 appearance. The Sheriff's Office reserves the right to institute any procedure or  
25 system it deems appropriate to measure, record, and/or verify attendance at and  
26 duration of off-duty court appearances. Strict compliance with any procedure or  
27 system so instituted by the Sheriff's Office shall be a condition precedent to obtaining  
28 compensation for an off-duty court appearance under Paragraph F above.

29 (k). Notwithstanding any other provision of this Article, it is agreed that  
30 employees engaged in private details, including but not limited to, off-duty  
31 assignments involving public and private concerns and parties, shall be compensated  
32 in accordance with pre-existing policy and practice.

33 (l). With the prior written approval of both shift Sergeants involved, an employee  
34 may be allowed to swap a shift with another employee under the following conditions:

- 35 1. The shift swap shall be completed by both employees within the same  
36 fourteen (14) day pay period; and
- 37 2. A shift swap shall not result in additional cost to the Department; and
- 38 3. The employee originally scheduled to work the shift shall be  
39 responsible for making certain that his/her shift is covered; and

1                   4.       Failure of an employee to obtain the required written approval or  
2                   otherwise comply with the conditions hereunder will result in appropriate  
3                   disciplinary action.

4                   (m)     Approved personal leave shall count as time worked for purposes of overtime  
5                   if an employee has requested the leave at least fourteen days in advance.

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## ARTICLE 23

### **PHYSICAL EXAMINATIONS AND WORKERS COMPENSATION BENEFITS**

1. A permanent employee covered hereunder who is temporarily disabled in the line of duty shall receive paid disability leave for the period of his disability, subject, however, to compliance with all of the following conditions:

(a). The disability involved must have resulted from an injury or an illness sustained directly in the performance of the employee's work.

(b). Any employee who is unable to perform his regular duties as a result of a disability as described in this Article shall, at the discretion of the County Human Resources Director, be given other duties with the Sheriff's Office or the County for the period of the employee's disability. Such duties may involve full-time or part-time work and may include any County duties which the County Human Resources Director, the treating physician, and the designated physician (see Paragraph C), determines are within the capacity of the employee to perform. Failure of any employee to perform such duties during the period of disability will result in the employee being disqualified for paid disability leave for the entire period of the disability involved.

(c). The County Human Resources Director, at his/her discretion, may utilize the services of a physician to determine whether any employee claiming disability is physically and/or mentally able to continue working or to return to work.

(d). Paid disability leave shall not exceed ninety (90) working days for any one injury. If, as a direct result of the continuation of the disability involved, the employee is unable to return to work at the end of the ninety (90) working day period, the employee may petition the County requesting that he be carried in pay status beyond the ninety (90) working day period. Upon receipt of such a petition, the County shall convene a panel comprised of the Sheriff, the physician designated pursuant to paragraph C above, and the County Human Resources Director which panel shall make a recommendation to the County Manager as to a proper disposition of the employee's petition. If the County Manager decides not to permit the employee to continue in pay status beyond the ninety (90) working day period, the employee shall, after utilizing his accrued annual and sick leave, revert to normal Worker's Compensation benefits.

(e). No annual or sick leave shall accrue beyond the initial period of paid disability leave, or any extension thereof as determined by the County Manager pursuant to paragraph D above.

(f). As a condition precedent to obtaining disability leave, the employee must endorse his/her Worker's Compensation benefit check to the County each pay period

1 in exchange for a full regular pay check, including normal deductions and educational  
2 incentives.

3 (g). Paid disability leave shall cease when the employee is determined to have  
4 reached maximum medical improvement (MMI) at which time the employee shall be  
5 returned to his/her regular position, if determined to be physically and mentally able  
6 to perform the duties and responsibilities. If in the opinion of the designated  
7 physician the employee cannot perform the duties and responsibilities of his/her  
8 regular position, the County Human Resources Director in consultation with the  
9 Sheriff, shall attempt to place the employee in another County position, which, in the  
10 County Human Resources Director's discretion the employee can perform  
11 satisfactorily. Nothing herein shall require the County Human Resources Director to  
12 create a position for the employee or place the employee in a position which, in the  
13 County Human Resources Director's discretion, need not be filled. If the County  
14 Human Resources Director determines that the employee cannot successfully be  
15 placed in another position or if the County Human Resources Director, in consultation  
16 with the department director involved, determines that the employee, once placed in  
17 another position, cannot perform satisfactorily, the County shall separate the  
18 employee from the County's service either through retirement, if available under the  
19 County retirement system, or through involuntary resignation.

20 2. At the request of the Sheriff, the County Human Resources Director, may  
21 direct any employee covered hereunder to submit to a physical and/or mental examination  
22 conducted by a physician designated pursuant to paragraph C above. The sole purpose of  
23 such examination shall be to determine whether the employee has a physical and/or mental  
24 disability, which impairs his/her effectiveness as a police officer, limits his/her ability to  
25 perform his/her assigned duties, or makes his/her continuation in his/her job a danger to  
26 himself/herself, the public, or other departmental employees. In the event the County Human  
27 Resources Director, in consultation with the Sheriff and the designated physician, determines  
28 that a non-job related disability does exist, the following action shall be taken:

29 (a). If the designated physician determines that the disability can be corrected, the  
30 employee shall be allowed a specified time to have it corrected. During this period  
31 of time, and after consulting with the Sheriff, the County Human Resources Director,  
32 in his/her discretion, may permit the employee to continue with his/her normal duties,  
33 reassign the employee to other duties with the County or the Department, or  
34 temporarily remove the employee from active County service. Should the employee  
35 be temporarily removed from active County service during the period of time  
36 specified for the correction of his disability, the employee may utilize his/her annual

1 leave, sick leave, or leave without pay for the correctional period. However, if the  
2 employee fails to take the necessary steps to have the disability corrected within the  
3 specified period of time, he/she shall be subject to separation from County service.

4 (b). If, in the opinion of the designated physician the employee cannot perform the  
5 duties and responsibilities of his/her regular position, the County Human Resources  
6 Director, in consultation with the Sheriff, shall attempt to place the employee in  
7 another County position which, in the County Human Resources Director's discretion,  
8 the employee can perform satisfactorily. Nothing herein shall require the County  
9 Human Resources Director to create a position for the employee or place the  
10 employee in a position which, in the Human Resources Director's discretion, need not  
11 be filled. If the County Human Resources Director determines that the employee,  
12 once placed in another position, cannot perform satisfactorily, the County shall  
13 separate the employee from the County's service either through retirement, if  
14 available under the County retirement system, or through involuntary resignation.

15 3. No temporary, part-time, limited term, or intermittent employee shall have the  
16 right or remedy set forth in this Article. The County agrees that any employee suffering on-  
17 the-job injury as determined pursuant to Chapter 440, Florida Statutes, and the procedures  
18 set forth herein shall have the right to object to any medical attendance furnished by the  
19 County to the extent that such objection is permissible under Florida Statutes 440.13.

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1 **ARTICLE 25**

2  
3 **SPECIAL ASSIGNMENTS**

4 1. Employees assigned to the dive team shall receive special assignment pay of  
5 five percent (5%) of their base pay.

6 2. Employees assigned to the Aircraft Operations Division (Air Wing) shall be  
7 referred to as Senior Flight Officer and Flight Officer, and shall meet criteria on file in the  
8 Human Resources Office. The normal complement of one (1) Senior Flight Officer and one  
9 (1) Flight Officer shall receive special assignment pay of three hundred (\$300.00) dollars per  
10 month respectively. For the purpose of any overtime compensation, such special assignment  
11 pay shall be excluded. (Overtime compensation for these assignments shall be calculated on  
12 the basis of the employee's regular compensation in the same manner as if he were not  
13 assigned as a Senior Flight Officer or a Flight Officer). In the event unusual circumstances  
14 warrant the assignment of additional Flight Officers, such assignees shall possess all of the  
15 qualifications on file. In order to qualify for receipt of the aforementioned three hundred  
16 (\$300.00) dollars per month special assignment pay, such assignees shall be required to log  
17 thirty (30) flight hours during each month of their assignment to the Aircraft Operations  
18 Division. Assignees to the Aircraft Division for period of less than one (1) month shall  
19 receive a ten percent (10%) wage differential for actual time spent operating an aircraft  
20 pursuant to Departmental assignment. Under no circumstances shall any employee receive  
21 both Flight Officer special assignment pay of three hundred (\$300.00) per month and a ten  
22 percent (10%) wage differential. (Note: It is anticipated that employees who are assigned to  
23 the Aircraft Operation Division for a period of one (1) month will log thirty (30) flight hours  
24 within the month. However, should an employee assigned to the Aircraft Operations Division

1 for a one (1) month period fail to log the required thirty (30) hours, he or she shall revert to  
2 the ten percent (10%) wage differential for the actual time spent operating an aircraft pursuant  
3 to departmental assignment. For the purpose of calculating entitlement to Flight Officer  
4 special assignment pay, each one (1) month period of assignment to the Aircraft Operations  
5 Division shall stand alone, and all efforts shall be made to commence any Flight Officer  
6 assignment at the beginning of the pay roll period).

7           3. Employees assigned as Detectives in the Investigations Division shall receive  
8 special assignment pay of seven percent (7%) of their base pay while assigned to  
9 Investigations. Detective assignments may be offered to employees who have completed  
10 their initial probationary period.

11           4. Members of the SWAT team and Bomb Squad shall receive special  
12 assignment pay of seven percent (7%) of their base pay while assigned to the SWAT team or  
13 Bomb Squad; however, those members receiving special assignment pay as provided for in  
14 paragraph 3 of this provision shall not be eligible for receipt of the special assignment pay  
15 provided for under this paragraph. Members of the SWAT team and Bomb Squad shall  
16 receive payment for time spent during training or when called out for team assignment. This  
17 payment shall be at regular base salary exclusive of other differential or hazard payments. If  
18 time exceeds regular work schedule, it shall be paid at time and one-half.

19           5. Employees assigned as School Resource Deputies shall receive a special  
20 assignment pay of five percent (5%) of their base pay while assigned to the School Resource  
21 Unit. Sergeants assigned to supervise School Resource Officers shall receive special  
22 assignment pay of five percent (5%) of their base hourly rate of pay while continuing in this  
23 particular assignment. As a further condition for continuing to receive such special

1 assignment pay, the aforesaid sergeants must have successfully completed the prescribed  
2 School Resource Deputy course or must take and successfully complete the prescribed School  
3 Resource Deputy course on the next occasion such course is offered.

4         6. Employees assigned as Field Training Deputies shall receive a special  
5 assignment pay of five percent (5%) of their base pay.

6         7. Employees assigned as a Traffic Unit Deputy (i.e. motorcycle squad) shall  
7 receive special assignment pay of five percent (5%) of their base pay.

8         8. Employees assigned as Crime Scene Technicians shall receive special  
9 assignment pay of five percent (5%) of their base pay.

10        9. Employees assigned to the Marine Unit shall receive special assignment pay  
11 of five percent (5%) of their base pay.

12        10. Employees assigned to one of the three (3) Traffic Homicide Investigation  
13 Teams shall receive special assignment pay of five percent (5%) of their base pay.

14        11. Employees covered hereunder shall not be eligible to receive more than one  
15 special assignment pay differential during any one pay period.

16        12. K-9 Deputies shall receive an additional four (4) hours of pay per week for  
17 care and feeding of their animals.

18        13. Bargaining unit employees in the rank of Deputy II will be eligible for Senior  
19 Deputy status and a five percent (5%) incentive pay increase in accordance with the  
20 provisions of the Senior Deputy program outlined in Appendix A attached hereto. Senior  
21 Deputy incentive pay shall be in addition to any other designated special assignment pay.

22        14. Employees assigned to the BAT unit shall receive special assignment pay of  
23 five percent (5%) of their base pay.

1           15.     Employees assigned to the Range and Grove shall receive special assignment  
2 pay of five percent (5%) of their base pay.

3           16.     Employees assigned to the K-9 unit shall receive special assignment pay of  
4 five percent (5%) of their base pay.

5           17.     Up to five (5) Sergeants selected by the Sheriff to be a FTO shall receive ten  
6 percent (10%) special assignment pay for the time they are actually training an employee.

7           18.     Up to a maximum of twelve (12) employees assigned to the Honor Guard shall  
8 receive special assignment pay of five percent (5%) of their base pay while training or  
9 performing Honor Guard duties.

10

1 **ARTICLE 26**

2  
3 **MERIT SYSTEM**

4 1. Recognizing that there is presently in effect a County merit system  
5 (ordinance) covering certain working conditions, benefits, and rules and regulations applicable  
6 to the employees covered hereunder, the parties agree that except as modified by the terms of  
7 this Agreement, the provisions of the County merit system (ordinance) including the provisions  
8 covering payment of unused personal/family sick leave benefits at separation, shall remain in  
9 full force and effect for the term of this Agreement.

10 2. All bargaining unit employees will be evaluated based on their hire date or  
11 most recent promotion date.  
12

1 **ARTICLE 27**

2  
3 **UNIFORM CLEANING**

4 The weekly cleaning allowance shall be sixteen dollars (\$16.00) per week. This  
5 however, shall not foreclose the parties from endeavoring to obtain a uniform cleaning  
6 contract with a reputable dry cleaning establishment. Should the parties subsequently  
7 determine that such a contract is in the best interest of employees and the County, the  
8 aforementioned sixteen dollars (\$16.00) per week cleaning allowance will be utilized to pay  
9 for the dry cleaning services involved.

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1 **ARTICLE 29**

2  
3 **DUES DEDUCTIONS**

4 1. Any member of the Employee Organization, who has submitted a properly  
5 executed written dues authorization card or statement to the County Manager or designee,  
6 may have his/her membership dues in the Employee Organization deducted from his/her  
7 wages. Dues shall be deducted each bi-weekly pay period, and shall, thereafter, be  
8 transmitted to the Employee Organization. However, the County shall have no responsibility  
9 or any liability for the improper deduction of any dues. Further, the Employee Organization  
10 shall hold the County harmless for any errors in the administration of the dues deduction  
11 system. It shall be the responsibility of the Employee Organization to notify the County  
12 Manager, or designee, of any change in the amount of dues to be deducted at least forty-five  
13 (45) days in advance of said change. Under no circumstances shall the County be required  
14 to deduct Employee Organization fines, penalties, or assessments from the wages of any  
15 member. Any employee may, upon thirty (30) days written notice to the County and the  
16 Employee Organization, have the County cease deducting dues from his/her wages.



1 **ARTICLE 30**

2  
3 **IUPA LEAVE BANK**

4 1. The purpose of the IUPA Leave Bank is to provide compensated leave to the  
5 IUPA-designated Representatives (all of whom are employees of the Sheriff's Office) for the  
6 time they spend in attending negotiations sessions, County Council Budget sessions, County  
7 Council meetings, employee-management committee meetings, and other related meetings  
8 and activities.

9 2. Effective the first payroll period after the execution of this Agreement each  
10 employee in the bargaining unit shall donate one (1) hour of annual leave to be held in escrow  
11 for the above purpose. Immediately upon deducting one (1) hour of annual leave from each  
12 bargaining unit employee's annual leave account, the total hours escrowed shall be assigned  
13 and credited to the individual accounts of the IUPA-designated representatives as follows:  
14 Each individual's account shall be assigned and credited one-fifth (1/5) of the total number  
15 of hours contributed and automatically deducted from the collective accounts of the  
16 employees in the bargaining unit.

17 3. Once the individual accounts of the IUPA-designated representatives are  
18 credited, the annual leave therein shall be subject to the same rules and regulations as any  
19 other annual leave.

20 4. The County shall have no responsibility or any liability for the annual leave  
21 deducted from the employees covered hereunder and credited to the individual accounts of  
22 the IUPA-designated representatives. IUPA shall indemnify the County and hold it harmless  
23 against any and all claims, demands, and liabilities which arise out of or by reason of any  
24 action taken or not taken pursuant to the provisions of this Article.

County Proposal 12-5-17 (rev.-CLEAN)

1           5.       At the commencement of the fiscal year, IUPA shall be required to present  
2 the County Human Resources Director with a written, notarized statement from each IUPA-  
3 designated Representative (who would be receiving annual leave contributions under IUPA  
4 Representative Leave Bank) stating that he/she fully acknowledges that if he/she leaves the  
5 Department or is otherwise no longer serving as IUPA-designated Representative, IUPA is  
6 authorized to advise the County to transfer annual leave (in the amount determined by IUPA)  
7 from his/her annual leave account to the annual leave account of his/her successor IUPA-  
8 designated Representative.  
9

1 **ARTICLE 31**

2  
3 **LIMITATION ON OPENING NEGOTIATIONS**

4 1. This Agreement contains the entire agreement of the parties on all matters  
5 relative to wages, hours, working conditions, and all other matters which have been, or could  
6 have been negotiated by and between the parties prior to execution of this Agreement.

7 2. Either party (or both parties) shall have the right to renegotiate this Agreement  
8 for Fiscal Year 2020-2021 and thereafter. A party desiring to reopen this Agreement for said  
9 purpose shall provide the other party with written notification designating the Articles to be  
10 renegotiated no later than May 1, 2020. Absent timely written notification, this Agreement  
11 shall remain in full force and in effect without change through and including September 30,  
12 2020.

13 3. Once timely notification is received from either party for negotiations for  
14 Fiscal Year 2020-2021, negotiations shall proceed in accordance with the Public Employees  
15 Relations Act and the procedures there under.

1 **ARTICLE 32**

2 **RETIREMENT**

3

4 Any employee who retires in good standing as set forth by FRS, and has twenty-five

5 (25) years of service with the Volusia County Sheriff's Office, shall be allowed to keep

6 his/her V.C.S.O. duty badge, firearm and I.D. card at no cost to the employee.

7

1 **ARTICLE 33**

2  
3 **DRUG AND ALCOHOL TESTING**

4 The employees covered hereunder shall be subject to Departmental Standards Directive  
5 22.12. This Directive establishes a drug-free workplace within the Volusia County Sheriff's Office  
6 through fair and reasonable drug and/or alcohol testing for the protection of the Department, the  
7 Employees and the Public.  
8

1 **ARTICLE 34**

2  
3 **PHYSICAL FITNESS**

4 1. The County and the Union agree that employees covered hereunder must maintain a  
5 high level of physical fitness in order to safely and efficiently perform their assigned duties and  
6 serve and protect the citizens.

7 2. Each bargaining unit employee hired on or after October 1, 2007, shall be required  
8 to successfully complete (and pass) the Physical Abilities (Fitness) Test previously established by  
9 the Division of Criminal Justice Standards and Training of the Florida Department of Law  
10 Enforcement on an annual basis. The physical abilities test measures specific physical abilities  
11 through participation in a series of job-related tasks as follows:

- 12 A. Exiting car/enter trunk.  
13 B. 220 yard run.  
14 C. Obstacle course.  
15 D. Dummy drag.  
16 E. Obstacle course (repeat).  
17 F. 220 yard run (repeat).  
18 G. Weapon fire.  
19 H. Enter trunk/enter car.

20 The test is intended to be conducted in a continuous fashion resulting in a total composite  
21 score (i.e., time to complete the course). The test will be administered on a pass/fail basis. The  
22 employee must complete the test in 6 minutes or less to pass. (Employees scoring at or above 6  
23 minutes and 01 seconds fail.)

24 3. All bargaining unit employees hired on or after October 1, 2007, shall be scheduled  
25 to take the physical abilities test on an annual basis. If feasible, all tests (except for retests) will be  
26 administered in the months of January, February, March and April.  
County Proposal 12-5-17 (rev.-CLEAN)

1           4.       A bargaining unit member shall be eligible to take the sergeants or lieutenants  
2 promotional examination in any fiscal year only if he/she has first passed the Physical Abilities Test  
3 or any retests thereof (as provided in section 5, below) during that fiscal year.

4           5.       Any employee, hired on or after October 1, 2007, failing the PAT must retake the  
5 test within sixty (60) days. An employee failing the retest (second test) must pass a second retest  
6 (third test) within sixty (60) days. Failure of an employee hired after October 1, 2007 to pass the  
7 second retest will result in the determination that the employee is unable to perform the essential  
8 functions of his/her job.

9           6.       An employee who has a bona fide medical condition or injury which prevents  
10 him/her from taking the physical abilities test (or a portion thereof) will be dealt with on an  
11 individual basis. In all such cases, the County Physician will determine the nature and extent of the  
12 employee's medical condition or injury (if such medical condition or injury is temporary); whether  
13 the test may be modified so as to accommodate the employee's medical condition while still  
14 measuring the same physical abilities; and such other medically-related issues which facilitate  
15 proper measurement of the physical abilities necessary to successfully perform the employee's job.

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1 **ARTICLE 36**

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3 **CLOTHING ALLOWANCE**

4 Non-uniform Detectives receiving special assignment pay with Investigative Services will  
5 receive \$9.615 bi-weekly while assigned as a non-uniform Detective.  
6

**ARTICLE 37**

**SHOE ALLOWANCE**

\$100.00 per year. Shoe allowance will be issued each January. New employees will receive their first shoe allowance in the next January allotment period.

1 **ARTICLE 38**

2 **PERSONAL LEAVE**

3  
4 1. Employees hired prior to July 1, 2010, will have the option of continuing under the  
5 terms of section 86-514, Annual Leave, Section 86-516, Sick Leave, of the Volusia County Merit  
6 Rules and Regulations or Personal Leave – Non-Exempt (Hourly) Employees per Sec 86-525 of the  
7 County Merit Rules. Employees hired on or after July 1, 2010, will have Personal Leave – Non-  
8 Exempt (Hourly) Employees per Sec. 86-525 of the County Merit Rules.

9 2. Upon termination, the maximum allowable leave permitted to “cash in” will be  
10 reduced by the number of annual leave hours or personal leave hours used for DROP.

11 3. Employees hired prior to July 1, 2010, who have not opted to Personal Leave, may  
12 elect each March to move to Personal Leave by completing a leave election form. The leave election  
13 form must be turned into Human Resources no later than April 1<sup>st</sup>. Personal Leave shall be effective  
14 beginning the pay period that affects April 1st.

15 4. Election to Personal Leave is irrevocable and no transfer back to Annual Leave and  
16 Sick Leave is permitted.

17 5. Section “(3) Restrictions on Use of Personal Leave, (b)” of the ordinance and the  
18 Employee Handbook shall not apply, but the following language shall apply:

19 Employees may not work off-duty assignments or other jobs (including outside  
20 details) while claiming personal leave benefits without approval.

21 6. The following language shall apply:

22 Personal leave cannot be used to work overtime for the County.  
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**ARTICLE 39**

**TERM OF AGREEMENT**

Upon formal adoption by the County Council and execution by the parties, this Agreement shall become effective upon ratification by both parties, and shall remain in full force and effect through and including September 30, 2020.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

**IUPA**

By: \_\_\_\_\_  
Brodie Hughes, President

ATTEST:

By: \_\_\_\_\_

**COUNTY OF VOLUSIA**

By: \_\_\_\_\_  
Ed Kelley  
County Chair

ATTEST:

By: \_\_\_\_\_  
James T. Dinneen  
County Manager

## APPENDIX “A”

### SENIOR DEPUTY PROGRAM

Revised & Adopted 7/08/2010

#### **PURPOSE:**

The *Senior Deputy Program* was developed for those sworn individuals who exemplify the professional law enforcement officer, who wishes to advance their skills, but do not wish to pursue a supervisory career. This program will provide recognition for deputies achieving above average performance ratings, pursuing additional training, and continually demonstrating professionalism and commitment to the Volusia County Sheriff's Office and the law enforcement profession.

#### **ELIGIBILITY REQUIREMENTS/SELECTION:**

To qualify for Senior Deputy status, applicants must meet **all** of the following conditions:

- Currently hold a position as a Deputy II;
- Have ten (10) years of continuous service as Deputy II with no less than a “meets standards” on all annual performance evaluations;
- Have no adverse disciplinary action within the previous five (5) years, excluding suspensions or loss of pay/time resulting from traffic accidents;
- No pending Internal Affairs investigations at time of application;
- Have a total of ten (10) training/education qualifiers inclusive of four (4) points for the four (4) core classes. A BA/BS degree may substitute for the four (4) core classes. Applicants may request substitution of a core class with similar type course content on a case by case basis, if approved, the substitute course, irrespective of the course hours, cannot be used for additional qualifier points.
- Training/education qualifiers are law enforcement training classes with a minimum of forty (40) hours; only two courses/certifications per discipline<sup>1</sup> will be counted toward this criteria. A forty (40) hour training class qualifies for 1 point; an eighty (80) hour training class qualifies for two (2) points. All training classes in excess of eighty (80) hours qualify for two (2) points.
- Applicable classes cannot include FDLE required recertification courses, department mandatory retraining courses, or classes provided in FTEP.
- Current participation in one or more of the Volusia County Sheriff's Office special duty assignments (see chart)  
OR  
Prior qualifying service<sup>2</sup> in one or more special duty assignment or approved collateral duty assignment (see chart).

Applicants will be required to complete an application for review and evaluation by Volusia County Sheriff's Office executive staff. Selection criteria will consist of a file/performance review, staff recommendations. Selected applicants will receive a 5% pay incentive, which shall be in addition to any other designated special assignment pay, and will be issued a *Senior Deputy* insignia to be worn on all uniforms.

1  
2 **LOSS OF DESIGNATION:**

3 The *Senior Deputy* designation may be revoked by management due to misconduct, poor  
4 performance, and/or due to a criminal investigation or Internal Affairs investigation  
5 resulting in suspension or loss of pay. In addition, to maintain the *Senior Deputy*  
6 designation, deputies must maintain continued eligibility and demonstrate continued  
7 achievement of above average performance ratings.  
8

9 **TRANSITION/IMPLEMENTATION:**

10 The revised Senior Deputy Program will be implemented effective June 30, 2011.  
11

12 Prior to this date, employees may qualify under either the original Senior Deputy format  
13 or the revised Senior Deputy format. Formats cannot be combined.  
14

15 <sup>1</sup>In the area of investigations, the term “discipline” applies to specific areas of study. Applicants may submit  
16 certificates for each area of study. Examples of different investigative disciplines includes, but is not limited to:  
17 narcotics, sex crimes, forensics, homicide.  
18

19 <sup>2</sup> Prior qualifying service is defined as two (2) years of continuous duty in a special duty assignment or collateral duty  
20 assignment within the previous ten (10) years.

21  
22  
23 Revised: 11/09/11  
24

# SENIOR DEPUTY PROGRAM APPLICATION

Name: \_\_\_\_\_

DID# \_\_\_\_\_

Hire Date: \_\_\_\_\_

## QUALIFIERS:

Completion of four (4) core classes plus acquisition of six (6) or more points for training classes separate from FDLE state recertification, department mandatory retraining classes, or FTEP training classes for a total of ten (10) qualifier points. Only two qualifiers (up to 3 points) may be received per discipline. A BA/BS degree may substitute for the four (4) required core classes. Applicants may request substitution of a core class with similar type course on a case by case basis, if approved, the substitute course cannot be used as additional qualifier points.

Date	CORE CLASSES (REQUIRED)	Hours	Points
	Interviews and Interrogations	40	1
	Narcotics Identification and Investigation	40	1
	Advanced Report Writing	40	1
	Field Training Officer	40	1

AA/AS Degree – Year ____; College/University _____	3
BA/BS Degree – Year ____; College/University _____	6

Date	Class	Hours	Points

**EVALUATIONS:** List the date and rating for each annual evaluation for last 10 annual reporting periods

Year	Rating

Year	Rating

**ASSIGNMENTS**

Current participation in one or more special duty assignments; OR Prior qualifying service\*\* in one or more special duty assignment or approved collateral duty assignment. Check all columns which apply.

Current	Prior	SPECIAL/COLLATERAL DUTY ASSIGNMENTS	Years Covered
		SWAT	
		Field Training Officer	
		Boot Camp	
		DARE Instructor/GREAT Instructor	
		Hostage Negotiation Unit	
		Dive Team	
		Bomb Disposal Team	
		Field Force Unit	
		Equestrian Unit	
		Honor Guard	
		100 Deputies/100 Kids (organizing committee)/VCSO Charity Committee (organizing committee)	
		Crime Scene Unit	
		Crime Suppression Team	
		School Resource Officer	
		K-9 Unit	
		Criminal Investigations Unit/Investigator	
		Traffic Unit (Motors)	
		Training Section	
		Aviation Section	
		Marine Patrol	
		Internal Affairs Unit	

\*\*Prior qualifying service is two (2) years of continuous duty in a special duty assignment or collateral duty assignment within the previous ten (10) years.



**Read and initial each statement.**

\_\_\_\_\_ I certify that I have had no adverse disciplinary action within the previous 5 years, excluding suspensions or loss of pay resulting from traffic accidents.

\_\_\_\_\_ I understand that the Senior Deputy designation may be revoked by management due to misconduct, poor performance, and/or due to a criminal investigation or Internal Affairs investigation resulting in suspension or loss of pay.

\_\_\_\_\_ I understand that to maintain the Senior Deputy designation, I must maintain continued eligibility and demonstrate continued achievement of above average performance rating.

**Signature Certification:**

I hereby certify that each answer to any question herein and all other information otherwise furnished is true and correct.

Signature

Date

## APPENDIX “B”

### COUNTY COMPRESSION PAY FORMULA

#### **Compression Pay**

Compression pay is to provide a separation in pay between employees based on years and months in the employee’s most current classification as of October 1, 2017. The compression formula uses the employee’s date in his/her current classification which is the most recent date of hire, promotion, demotion, transfer, rehire, etc. The compression formula determines where the employee is currently in the pay range, and where the employee’s pay needs to advance to address compression. The compression formula uses a .02 factor.

The Minimum, Maximum, and Midpoint of the proposed pay ranges for Fiscal Year 2017-2018 (includes a 3% range increase for Fiscal Year 2016-2017 and a 4% range increase for Fiscal Year 2017-2018) are as follows:

	<u>Minimum</u>	<u>Midpoint</u>	<u>Maximum</u>
Deputy	\$17.6571	\$23.1597	\$28.6622
Sergeant	\$23.0686	\$29.7031	\$36.3376

#### **Eligibility for Compression Pay**

An employee is eligible for compression pay if his/her base pay is less than the sum of the minimum of the pay range plus the applicable compression rate amount.

Eligibility for compression pay = Base Pay < the minimum of pay range + the applicable compression rate amount

#### **Example Deputy C:**

Deputy C’s most recent hire date in current classification is January 8, 2011, equals 6.73 years in current title.

Deputy C’s current Base Pay \$17.6672

Deputy C’s base pay for FY 16/17 with 3% general increase is \$18.1972

Deputy C’s base pay for FY 17/18 with 3% general increase is \$18.7431

Note: Deputy’s and Sergeants who are below the new minimums after their 3% FY 16/17 and 3% FY 17/18 general wage increases will have their base pay increased to the new minimum for their pay range.

#### **Step 1**

Calculate the employee’s years and months in classification, which is the number of years and months between the employee’s most current date in classification (e.g. hire, promotion, demotion, transfer, rehire, etc.) and October 1, 2017.

County Proposal 12-5-17 (rev.-CLEAN)

Deputy C's date in classification is January 8, 2011. The difference between the Deputy C's date in classification and October 1, 2017 calculates to 6.73 years.

$$\text{January 8, 2011} - \text{October 1, 2017} = 6.73 \text{ years}$$

## Step 2

Multiply the .02 factor times 6.73 which equals .1346. The .1346 is how far in the pay range spread the employee's pay needs to advance to address compression, based on Deputy C's years and months in classification.

$$6.73 \text{ years} \times 0.02 = .1346$$

## Step 3

Calculate the spread of the pay range. That is the difference between the maximum of the pay range (\$28.6622) and the minimum of the pay range (\$17.6571). The difference between maximum and minimum is \$11.0051. The \$11.0051 is the pay range spread. This is used to convert the .1346 that the employee needs to be in the pay range into a dollar amount to reach .1346 into the pay range spread. See step 4.

$$\$28.6622 - \$17.6571 = \$11.0051 = \text{pay range spread}$$

## Step 4

Multiply step 2 by step 3.

$$.1346 \times 11.0051 = \$1.4813$$

## Step 5

Take the \$1.4813 from step 4 and add it to the minimum of the pay range \$17.6571.

$$\$17.6571 + \$1.4813 = \$19.1384$$

## Step 6

To determine if Deputy C is eligible for a compression raise and if so, how much, subtract Deputy C's current base pay (\$18.7431) from step 5 (\$19.1384).

$$\$19.1384 - \$18.7431 = \$.3953 = \text{eligible amount}$$

## Step 7

Deputy C's final adjusted pay is the sum of current base pay (\$18.7431) and Step 6 compression raise (\$.3953). Deputy C is allowed a \$.3953 compression pay increase to \$19.1384

$$\$18.7431 + \$.3953 = \$19.1384 = \text{additional 2.1\% increase.}$$

**Note:** If Deputy C's current base pay (with 3% general increases for FY 16/17 and FY 17-18) was greater than the compression rate of pay (step 5), Deputy C would not have been eligible for a compression raise.

Progression Factor .02												
Step 1		Step 2	Step 3			Step 4	Step 5	With 3%		Step 6	Step 7	
Title	Years and Months in Title as of 10/01/17	Employee's Progression (Percent of the way through the range)	Minimum of Pay Range	Maximum of Pay Range	The difference between Max and Min	Eligible Compression Rate Amount	Compression Rate ( Min + Compression Rate)	Employee's Current Base Pay	If Employee is below new min. Base Pay to New Min	Compression Raise	Adjusted Base Pay	% of Compression Raise
Deputy A	0.08	0.0016	\$17.6571	\$28.6622	\$ 11.0051	\$ 0.0176	\$ 17.6747	\$17.4873	\$17.6571	\$0.0176	\$17.6747	1.07%
Deputy B	5.00	0.1000	\$17.6571	\$28.6622	\$ 11.0051	\$ 1.1005	\$ 18.7576	\$18.4873		\$0.2703	\$18.7576	1.46%
Deputy C	6.73	0.1346	\$17.6571	\$28.6622	\$ 11.0051	\$ 1.4813	\$ 19.1384	\$18.7431		\$0.3953	\$19.1384	2.11%
Deputy D	11.33	0.2266	\$17.6571	\$28.6622	\$ 11.0051	\$ 2.4938	\$ 20.1509	\$18.8357		\$1.3152	\$20.1509	6.98%
Sergeant A	0.08	0.0016	\$23.0686	\$36.3376	\$ 13.2690	\$ 0.0212	\$ 23.0898	\$22.8467	\$23.0686	\$0.0212	\$23.0898	1.06%
Sergeant B	6.58	0.1316	\$23.0686	\$36.3376	\$ 13.2690	\$ 1.7462	\$ 24.8148	\$23.7700		\$1.0448	\$24.8148	4.40%
Sergeant C	11.41	0.2282	\$23.0686	\$36.3376	\$ 13.2690	\$ 3.0280	\$ 26.0966	\$28.4696		\$0.0000	\$28.4696	0.00%

1 "EXHIBIT "A"

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3 **REPORT OF GRIEVANCE VOLUSIA COUNTY SHERIFF'S OFFICE**

4 (Attach additional sheets if necessary)

5 *Forward to Administrative Services*

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7 *Employee's Name:* \_\_\_\_\_

8 *Job Title:* \_\_\_\_\_

9 *Division:* \_\_\_\_\_

10 *Unit:* \_\_\_\_\_

11 *Immediate Supervisor (Name):* \_\_\_\_\_

12 *Date/Time occurred:* \_\_\_\_\_

13 *Step:* \_\_\_\_\_

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15 *Explanation of Grievance:* \_\_\_\_\_

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47 *I respectfully request this resolution:* \_\_\_\_\_

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71 *Date:*

*Employee's Signature:*

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## Supervisory Acknowledgement

*Date Received:* \_\_\_\_\_ *Time Received:* \_\_\_\_\_

*Signature:* \_\_\_\_\_ *Title:* \_\_\_\_\_

*Page* \_\_\_\_ *of* \_\_\_\_ *Pages*

VCSO FORM #010791.001 REV.02/04

## MEMORANDUM OF AGREEMENT

This Memorandum of Agreement ("Agreement") is entered into between the County of Volusia, Florida (the "County") and the International Union of Police Associations ("IUPA"). The parties agree as follows:

1. Effective September 24, 2016, all sworn full-time law enforcement officers in the Volusia County Sheriff's Office who were in the classifications of Deputy Sheriff II, Corporal, or Sergeant on that date, and who continue to be in those classifications as of the date of execution of this Agreement by both parties, shall receive a three percent (3.0%) general pay increase to their base wages.

2. Additionally, effective September 24, 2016, the pay ranges for the bargaining unit classifications shall be as follows:

	<u>Minimum</u>	<u>Maximum</u>
<u>Deputy II</u>		
(Hourly Rate)	\$16.9780	\$27.5598
(8-hr Shift Annualized)	\$35,314.24	\$57,324.38
(12-hr Shift Annualized)	\$37,079.95	\$60,190.60
<u>Corporal</u>		
(Hourly Rate)	\$20.1358	\$31.7614
(8-hr Shift Annualized)	\$41,882.46	\$66,063.71
(12-hr Shift Annualized)	\$43,976.59	\$69,366.90
<u>Sergeant</u>		
(Hourly Rate)	\$22.1813	\$34.9400
(8-hr Shift Annualized)	\$46,137.10	\$72,675.20
(12-hr Shift Annualized)	\$48,443.96	\$76,308.96

Bargaining unit employees who are below the new minimums for their pay ranges shall receive the three percent (3.0%) general pay increase in Paragraph 1 above, or have their base wages increased to the new range minimums, whichever is greater.

3. Aside from the wage increases discussed herein, the terms of the October 1, 2014 - September 30, 2016 CBA between the County and the Teamsters Local #385 apply for Fiscal Year 2016-17. The County and IUPA agree that this Agreement completely resolves negotiations between the parties for a collective bargaining agreement covering Fiscal Year 2016-17.

**FOR THE COUNTY:**

\_\_\_\_\_  
James T. Dinneen  
County Manager

\_\_\_\_\_  
(Date)

**FOR IUPA:**

\_\_\_\_\_  
Brodie Hughes  
President

\_\_\_\_\_  
(Date)

